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**COLOR - RESOLUTION - 3**  
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<b>SITE NAME</b>	Johns Manville Corp
<b>DOC ID #</b>	154735
<b>DOCUMENT VARIATION</b>	<input type="checkbox"/> COLOR <b>OR</b> <input checked="" type="checkbox"/> RESOLUTION
<b>PRP</b>	IL Dept. of Transportation
<b>PHASE</b>	E.6
<b>OPERABLE UNITS</b>	
<b>PHASE (AR DOCUMENTS ONLY)</b>	<input type="checkbox"/> Remedial <input type="checkbox"/> Removal <input type="checkbox"/> Deletion Docket _____ <input type="checkbox"/> Original <input type="checkbox"/> Update # _____ Volume _____ of _____
<b>COMMENT(S)</b> Legal documents printed from microfilm	

RESOLUTION  
No. 1

PROVIDING FOR A STATE CITY-COUNTY IMPROVEMENT ALONG  
FEDERAL-AID ROUTE #1, 130, WHICH EXTENDS A 9  
MILE SECTION FROM STATE OF OREGON AND SOUtherly TO  
THE SOUTH CORPORATE LIMITS OF THE CITY OF MARQUETTE,  
COUNTY OF LAKES, MICHIGAN.

WHEREAS, the State of Michigan, acting through its Department of Public Works and Buildings, hereinafter called the "STATE," the County of Lakes under a separate State-County resolution, and the City of Marquette, hereinafter calling the "CITY," propose to jointly construct Federal-Aid Route 42 and 130 from north of Greenwood Avenue to the southern corporate limits of the City (10th Street), a distance of approximately 3.0 miles; said improvement to consist of constructing dual 24 foot and variable width pavements separated by a 6 foot and variable width barrier type median, constructing grade separation structures, interchange facilities, drainage installations, frontage roads, lighting and traffic signals, also reconstructing such local roads as are necessary to maintain continuity of the local road net in the vicinity of the improvement and such other incidental work as is necessary to complete the improvement; and

WHEREAS, the STATE is willing to participate in the improvement to the following extent, provided the CITY will participate as outlined in this resolution:

1. The STATE will make or cause to be made, surveys, plans and specifications, and will receive bids, award the contracts, furnish engineering supervision and inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contracts, and
2. The STATE will pay for all engineering and construction costs with any funds made available to the STATE, and
3. The STATE will pay for all rights of way secured by the Department with any funds made available to the STATE, and
4. The STATE will acquire or cause to be acquired all rights of way necessary to construct the improvement except that which is to be acquired by the CITY as hereinafter noted, and
5. The STATE will secure or cause to be secured all railroad agreements, and
6. The STATE will, upon completion of the improvement and so long as the improvement is used as a State Highway, maintain or cause to be maintained at its expense the improvement in its entirety, except for that portion to be maintained by the CITY as hereinafter noted, and

WHEREAS, the cost of the improvement is approximately \$3,500,000.00, and

WHEREAS, the CITY, the STATE, the following extent prevail resolution:

- I. The STATE will, participate in the acceptance with

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WILMINGTON, the C.R.R. is willing to participate in the improvement to the following extent provided the S.C.R.R. will participate as outlined in this resolution:



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1. Revenue east of Section Line 109, including the railroad grade separation structure, intersection of 9th and Street and any reasonable utility work necessary, as indicated on the attached exhibit, cost to the City estimated to be \$641,000.00.

4. The City will relocate the signs for the sort of any new traffic signal or highway lighting installations which are constructed along Greenwood Avenue.

5. The City will furnish electrical energy for and maintain lighting facilities and traffic signals installed as part of the improvements along Greenwood Avenue.

6. The City will maintain the improvement along Greenwood Avenue in its entirety as indicated on the attached exhibit. This will include the existing surface or the grade separation structure over the expressway (including the structure itself), the railroad structure (including the tracks, structures) and that portion of 9th Street which is reconstructed.



- Q.VB*
- 9-7*
- Approved*
- Appleton*
4. The CITY will reimburse the STATE for 50 per cent of the costs, said amount to be not less than \$10,000.00 nor more than \$100,000.00, for constructing the grade separation structure and approaches carrying Palwaukee Street over I.M. Route 140 and the Chicago and North Western Railway and the expressway thoroughfare along Relocated Market Street between Water Street and point approximately 0.25 mile to the south, the cost to the CITY estimated to be \$236,000.00.
5. The CITY will maintain the improvement along Palwaukee in its entirety, as indicated on the attached exhibit. This will include the grade separation structures over the expressway and the railroad in their entirety (including the wearing surfaces) the east approaches to the railroad structure and the connection to Market Street.

24. At South Avenue:

1. The CITY will reimburse the STATE for 50 per cent of the cost of constructing South Avenue from the point of return of the northbound ramp connection to South Avenue easterly, and construction to include the grade separation structure carrying relocated South Avenue over the Chicago and North Western Railway and any other necessary incidental constructions, the total cost of this work to the City estimated to be \$233,000.00.
2. The CITY will reimburse the STATE for the complete costs of any new traffic signal installations and 50 per cent of the costs of any new lighting facilities constructed as a part of this improvement, and will maintain and furnish electrical energy for said installations.
3. The CITY will maintain the improvement along South Avenue in its entirety, including the wearing surface of the grade separation structure over the expressway (but excluding the structure proper) and the entire grade separation structure over the Chicago and North Western Railway (including the wearing surface), all as indicated on the attached exhibit.

25. At 10th Street:

1. The CITY will maintain in its entirety, that portion of 10th Street located west of the proposed expressway which is reconstructed as a part of this improvement and which lies within the CITY.
2. The CITY will, after the expressway is open to traffic from Greenwood Avenue to the southerly corporate limits, maintain Greenwood in its entirety from 1st of Greenwood Avenue easterly to and including the ramp connection to the proposed expressway, southerly of South Avenue as indicated on the attached exhibit, and

III. The CITY will, subsequent to construction of the following roads, retain or cause them to be maintained:

- A. Relocated Spring Street between Clayton and Madison Streets, southerly of and parallel to the expressway improvement.
- B. An Access Road connecting Clinton Street northerly of Lakewood Avenue located south of South Avenue and east of the expressway improvement.
- C. An East-West Access Road located between South Avenue and Lakewood Avenue easterly of existing Sheridan Road.
- D. A Frontage Road located westerly of and along the right of way of existing Sheridan Road between Lakewood and May Streets.
- E. Access Roads connecting to Brighton Avenue and to St. Mary's and the Oakwood Cemetery opposite the 8th Street connection.
- F. 8th Street located west of the westerly edge of the proposed expressway pavement.

(C-2) G. Relocated Market Street including the side road connection south of Water Street, and

- IV. The CITY will, prior to the contracts being advertised for letting, adopt an ordinance vacating portions of certain City streets and alleys, where necessary as a consequence of the proposed improvement, and
- V. the CITY will permit the STATE to utilize certain existing City street rights of way for construction of service of frontage roads in order to maintain reasonable circulation of local traffic, and
- VI. The CITY will prior to the contracts being advertised for letting furnish the STATE with written approval of the plans as completed, and
- VII. the CITY will, prior to the award of the contracts, relocate at no cost to the STATE, all municipally owned utilities affected by the proposed construction, and
- VIII. the CITY will adopt, prior to the contracts being advertised for letting, and will enforce an appropriate ordinance prohibiting the discharge of sanitary sewage and industrial waste water, into any storm sewer constructed as part of this improvement, and
- IX. The CITY will permit the STATE to utilize existing municipally owned storm sewers to outlet surface water from streets which are to be reconstructed as a part of this improvement, and
- X. The CITY will prior to the contracts being advertised for letting adopt an ordinance prohibiting parking on that portion of the expressway which lies within its corporate limits, also on those portions of existing Larimer Road which are to be reconstructed as a part of an expressway and which lie within its corporate limits, also those portions of Raymond Avenue, Grand Avenue, Washington Street, Belvidere Street, South Street,

XX. The CITY will reimburse the money for the cost of liability surveys and property plans and specifications on the basis of five (5) per cent of the CITY's construction costs for the improvements and will reimburse the CITY for transportation, supervision and inspection of the basis of four (4) per cent of basic construction costs, except for the excess of five (5) per cent of the improvements done by the City of Chicago, except such additional percentage extraordinary, construction, engineering, supervision and inspection costs being estimated to be \$15,000.00.

XXI. The CITY will not permit any new driveways or entrances to be constructed onto any part of the improvement that is maintained by the CITY, and

XXII. The CITY will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, Code of Federal Regulations, Part 6) and will assure the non-discrimination clause set forth in Appendix A attached hereto, in all contracts incidental to this improvement, and

XXIII. The total estimated cost of the CITY's share of the improvements, including engineering, but excluding any traffic signal installations, new highway lighting facilities and rights of way to be acquired by the CITY, is approximately \$115,000.

XXIV. SUBJECT TO REBATE, that there is hereby appropriated the sum of twelve hundred thirty two thousand dollars \$122,000.00, or as much as may be necessary, from any money now or hereafter collected by the CITY under the provisions of the State Tax Law, to pay the

balance above of the cost of this improvement as provided herein, and

XXV. SUBJECT TO REBATE, that when each of the parties, the Department of Finance of the State of Illinois is hereby authorized and directed to collect and pay over to the Department of Public Works and Buildings Commission collected or to be collected by the CITY in accordance with the terms and conditions set forth in this contract, provided that Illinois shall collect first, the first month after the award of the contract and an equal amount in one twenty-fourth (1/24th) of the CITY's share of the contract price, and continue each month at the cost hereinafter set forth until the total cost has been determined. After the cost has been determined, the monthly deductions shall be adjusted so that the total cost of the twenty-four monthly payments shall equal

XXVI. SUBJECT TO REBATE, that if the cost of this improvement exceeds the amount appropriated by this resolution, the CITY will raise supplemental appropriations to provide necessary additional funds, and

XXVII. SUBJECT TO REBATE, that for the purpose of the CITY's records,

this agreement shall be known as Article 2G-C, and

*John T. St. John  
City Engineer  
Department of Public Works  
City of Chicago, Illinois*

*John T. St. John  
City Engineer  
Department of Public Works  
City of Chicago, Illinois*

RECEIVED  
BY THE CITY CLERK  
FOR APPROVAL AND SIGNATURE BY THE  
CITY COUNCIL: SHALL BE CONSIDERED TO BE THE AGREEMENT AND COVENANT OF THE COUNCIL AND THE CITY CLERK FOR THE APPROVAL AND EXECUTION OF THE AGREEMENT  
DESCRIBED HEREIN, AND AS A RECORD OF THE SAME.

ON BEHALF OF RECORDS, THAT THE CITY CLERK IS HEREBY DIRECTED TO  
TRANSMIT TWO SIGNED COPIES OF THIS RESOLUTION TO THE DIVISION OF  
ELECTIONS, THROUGH THE DISTRICT ELECTIONS OFFICE AT SPRINGFIELD, ILLINOIS.

ATTESTED  
STATE OF ILLINOIS  
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS  
DIVISION OF HIGHWAYS

STATE OF ILLINOIS  
COUNTY OF LAKES  
CITY OF WADSWORTH

H. A. Guthrie  
Clerk  
for the City of Wadsworth, before certify the  
foregoing to be a true, correct  
and complete copy of a resolution  
adopted by the City Council at a  
meeting held on September 27  
1962.

CITY CLERK

F. ALLEN MCKEEAN  
DIRECTOR  
LEGISLATIVE & PUBLIC  
AFFAIRS

RALPH D. PROKOS, P.  
DIRECTOR  
GENERAL PROGRAMMING  
& ENVIRONMENTAL REVIEW

ARTHUR J. LAKES  
DIRECTOR  
SAFETY

Lake County  
Mr. Edward A. C.  
P. O. Box 220  
Libertyville, IL

SURGEON

Dear Sir:

Pursue  
of Construction,  
an Accounts Recd.

I.V.A:mjw  
cc: R. Baker  
D. Hampton  
J. Parria  
R. Gurganus  
M. Turner  
File